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SAN DIEGO, CA 92101			ART UNIT	PAPER NUMBER
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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<b>Office Action Summary</b>	Application No. 10/687,357	Applicant(s) SINGER ET AL.	
	Examiner Joan B. Naurot Ton	Art Unit 2154	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 15 October 2003.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1-21 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-21 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)  | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date <u>See Continuation Sheet</u> . | 6) <input type="checkbox"/> Other: _____  |

## DETAILED ACTION

### ***Claim Rejections - 35 USC § 103***

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 1-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Barton (WO/01/65862) in view of Diehl (WO/2001/075876).

Regarding claim 1: A network media environment, comprising: a first hub network including a first server and a first client, (Digital Video Recorder, abstract, in which the DVR forms a network (see abstract, "connected to network server") and for which the DVR serves as both as a client and a server because it acts that way; P 6, line 4, "the DVR 110 includes a micro-server", and the DVR also performs requests to get content P12, lines 9-11, therefore it is also a client, and in addition two DVRs can stream content to each other, abstract, therefore they act as both client and server in other ways) and said first server is connected to said first client (The DVR 110 is one device therefore they are connected) ; a second hub network including a second server and said first client, and said second server is connected to said first client (since two DVRs can be connected P15 line 1, to transfer media P 16, lines 14-16, and each has a client and server the network connection arrangement is disclosed) such that said first hub network and said second hub network overlap (Since the DVRS are connected, the hub networks overlap); wherein said first client stores first content to said first hub

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network (The first DVR stores its own content. Abstract, "media stream stored in one digital video recorder") and stores second content to said second hub network. (content from the first DVR "may be transferred to another digital video recorder" abstract, therefore the first DVR, which is both a client and a server, can store content to the second hub network.) Barton discloses all the limitations as disclosed above except for binding content to a network.

Diehl teaches binding content to hub networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood that there is more than one home network with content bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network.)

The general concept of binding content to hub networks well known in the art as illustrated by Diehl who discloses binding content to home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding content to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 2: Barton discloses the network media environment of claim 1, wherein said first server, said first client, and said second server are each devices, (DVRs P15, line 1 which are both servers and clients and are devices). Barton discloses all the limitations as disclosed above except for compliant devices and a

compliant device that is a member of a hub network will not present bound content that is not bound to that hub network.

Diehl discloses compliant devices and a compliant device that is a member of a hub network will not present bound content that is not bound to that hub network. ("It will not be possible to replay it in a local network different from that to which it was copied." And also "will be readable equally by all the devices of the network but not be copiable for being read onto another local network." P3, lines 28-37.)

The general concept of providing compliant devices which are members of a hub network that will not present content that is not bound to that hub network is well known in the art as illustrated by Diehl who discloses compliant devices which are members of a hub network that will not present content that is not bound to that hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of compliant device functionality in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 3: Barton discloses the network media environment of claim 1, wherein said first client stores said first content in a first sub-copy version of locked content data (P1, lines 20-30 discloses that the DVR which is both a client and a server by the actions it performs, stores the content, and P17, line 7 discloses that the content can be stored encrypted, and P17 lines 1-5 disclose that subcopies exist because the content can be transferred to another device or played on the device) having a first

license bound to said first hub network (various licenses are used for which the DVR maintains P17, lines 4-6) and stores said second content in a second sub-copy version of locked content data having a second license bound to said second hub network. (Since the first client which is one DVR can transfer content to a second hub network which is another DVR, P17, lines 1-5, the first DVR can store second content in a second sub-copy version of locked content data having a second license bound to second hub network.)

Regarding claim 4: Barton discloses all the limitations of claim 4 except for wherein said first client is a compliant device, and a compliant device that is a member of a hub network will not present bound content that is not bound to that hub network.

Diehl discloses clients which are compliant devices and a compliant device that is a member of a hub network will not present bound content that is not bound to that hub network. ("It will not be possible to replay it in a local network different from that to which it was copied." And also "will be readable equally by all the devices of the network but not be copiable for being read onto another local network." P3, lines 28-37.)

The general concept of providing client compliant devices which are members of a hub network that will not present content that is not bound to that hub network is well known in the art as illustrated by Diehl who discloses compliant devices which are members of a hub network that will not present content that is not bound to that hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of compliant device functionality in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 5: Barton discloses wherein each sub-copy version which has a corresponding license. P17, line 7 discloses that the content can be stored encrypted, and P17 lines 1-5 disclose that subcopies exist because the content can be transferred to another device or played on the device, and P17 lines 4-6 discloses the corresponding licenses.) Barton discloses all the limitations except for a license which is bound to only one hub network.

Diehl discloses that each subcopy has a corresponding license that is bound to only one hub network. (Since content can only be played and copied on one hub network it has a license bound to only one hub network P3, lines 28-37)

The general concept of providing each subcopy having a corresponding license which is bound to only one hub network is well known in the art as illustrated by Diehl who discloses each subcopy having a corresponding license that is bound to only one hub network

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of each subcopy has a corresponding license that is bound to only one hub network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management

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as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 6: Barton discloses the network media environment of claim 1, wherein said first server stores said first content to said first hub network, (abstract, which states that the DVR stores content) and said second server stores said second content to said second hub network. (abstract, which states that there are other DVRs involved which can also store content) Barton discloses all the limitations as disclosed above except for bound content to hub networks.

Diehl teaches bound content to hub networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood that there is more than one home network with content bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network.)

The general concept of binding content to hub networks well known in the art as illustrated by Diehl who discloses binding content to home networks which can be thought of as a hub networks.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding content to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.



Regarding claim 7: Barton discloses the network media environment of claim 6, wherein said first server stores said first content in a first source version of locked content data, and said second server stores said second content in a second source version of locked content data. (Each DVR which are servers can store their own content. Abstract)

Regarding claim 8: Barton discloses the network media environment of claim 7, wherein said first source version has a corresponding first root license to said first hub network, and said second source version has a corresponding second root license to said second hub network. (P17 lines 1-15, which discloses licenses to copy and protection rules, and for which multiple hub networks are involved.) Barton discloses all the limitations as disclosed above except for binding licenses to networks.

Diehl teaches binding licenses to hub networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood that there is more than one home network with content bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network and it has a license bound to it in which copies can be made on that network.)

The general concept of binding content and licenses to hub networks well known in the art as illustrated by Diehl who discloses binding content and licenses to home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding licenses to a network in his

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advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 9: Barton discloses the network media environment of claim 1, wherein said first hub network defines a first local environment based on said first server, and said second hub network defines a second local environment based on said second server. (Since both DVRs implicitly form home networks, abstract, they both have local environments)

Regarding claim 10: The network media environment of claim 9, wherein a local environment for a hub network is a limited area defined relative to the server in that hub network. (The DVR is connected to a network and forms its own home or hub network and has a local environment because it also has a user's computer and pda connected to it. Abstract)

Regarding claim 11: Barton discloses the network media environment of claim 9, wherein a local environment for a hub network is a limited logical area defined relative to the position of the server in that hub network. . (The DVR is connected to a network and forms its own home or hub network and has a local environment which is implicitly a limited logical area because DVRs are used in home networks and because it also has a user's computer and pda connected to it. Abstract)

Regarding claim 12: Barton discloses the network media environment of claim 9, wherein a local environment for a hub network is defined by travel time of packets within

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that hub network. (The DVR environment is implicitly defined by travel time of packets within the hub network because the environment is for a personal television service in which a user has a pda, computer and DVR, implicitly in a home. Abstract and title.)

Regarding claim 13: Barton discloses the network media environment of claim 1, wherein said first hub network has a first local environment, said second hub network has a second local environment, and said first local environment and said second local environment overlap such that said first sever, said first client, and said second server are each in both the first local environment and the second local environment. (When the two DVRS are connected, this happens. P17, line 1-15.)

Regarding claim 14: Barton discloses wherein said first client is connected to a terminal device for presenting content. (Barton discloses a television connected to the DVR (P1, lines 25-29) Barton discloses all the limitations except for and said terminal device is not a member of said first hub network and is not a member of said second hub network.

Diehl discloses the network media environment of claim 1, wherein said first client is connected to a terminal device for presenting content, and said terminal device is not a member of said first hub network and is not a member of said second hub network. (Diehl discloses that if the user attempts to connect the client to another network which is not the authorized network, that the attempts to use the content will be thwarted therefore the terminal device to which the client connects to is not part of an

authorized network and the terminal device is not a member of the hub networks. P4, lines 15-22)

The general concept of providing a client connected to a terminal device which is not part of either hub network is well known in the art as illustrated by Diehl who discloses a client connected to a presentation device which is not part of the hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of clients connected to terminal devices which not a part of either hub network in his advantageous method as taught by Diehl in order to meet the wishes of content providers to prevent theft of content.

Regarding claim 15: Barton discloses a network media environment, comprising: a first hub network including a first server and a first client, (DVR 110 , P17, lines 8-20, which is both a server and a client by the functions it performs as well as transferring content to another DVR and forms a hub network) and said first server is connected to said first client; (Since the DVR is one device the server is connected to the client) a second hub network including a second server and said first client, and said second server is connected to said first client, (DVR 770, P17, lines 12-15) such that said first hub network and said second hub network overlap (When the DVRS are connected the hub networks overlap P15, line 1); wherein said first server stores first content in a first source version of locked content data, (Each DVR which are servers can store their own content. Abstract, and P17, line 7 discloses that the content can be stored encrypted on the DVR) said first server stores a first root license to said first hub network for said first

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source version, said second server stores second content in a second source version of locked content data, said second server stores a second root license to said second hub network for said second source version, (P17 lines 1-15, which discloses licenses to copy and protection rules, for each DVR which has a server and forms a network and for which multiple hub networks are involved.) said first client receives said first content streamed from said first source version by said first server, (The stream is stored on the server and used by the client on the DVR, abstract) and said first client receives said second content streamed from said second source version by said second server. (Either DVR may transfer its content to the other through streaming in which the configuration is disclosed implicitly for the network transfer . Abstract)

Barton discloses all the limitations as disclosed above except for licenses bound to networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood that there is more than one home network with content bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network and it has a license bound to it in which copies can be made on that network.)

The general concept of binding content and licenses to hub networks well known in the art as illustrated by Diehl who discloses binding content and licenses to home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding licenses to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users

regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 16: A network media environment, comprising: a first hub network including a first server; (DVR 110 which is connected to a network P15, lines 6-10, which has a server in it P6, line 4)) a second hub network including a second server and said first server, and said second server is connected to said first server, such that said first hub network and said second hub network overlap; (the first DVR can connect to a second DVR therefore the networks overlap. P15, lines 1-10) wherein said first server stores a first license and a first version (P 17, first 15 lines disclose various licenses) of locked content data, (encrypted content, P16, last two lines) and said first version stores first content, said first server stores a second license and a second version of locked content data, (P 17 first 15 lines) and said second version stores second content, (P 17, first 15 lines discloses media content which can be plural since various licenses correspond to each particular media stream) said first license is to said first hub network, (the license is stored on the hub, lines 9-15) and said second license is to said second hub network. (P17 lines 1-15, which discloses licenses for multiple types of copy and protection rules which apply to the content and for which multiple hub networks for which DVRs are involved which contain content P17, lines 16-21 also disclose different licenses, and P17, line 1 discloses encrypted media streams on the DVRs)

Barton discloses all the limitations as disclosed above except for binding licenses to networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood

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that there is more than one home network with content and licenses bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network and it has a license bound to it in which copies can be made on that network.)

The general concept of binding content and licenses to hub networks well known in the art as illustrated by Diehl who discloses binding content and licenses to home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding licenses to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 17: The network media environment of claim 16, wherein said second server stores a third license and a third version of locked content data, said third version stores said second content, and said third license is to said second hub network. (Barton discloses multiple types of licenses for content, which can be stored on the DVRs, therefore there are different versions of the locked content data on the hub network. P17, lines 8-21)

Barton discloses all the limitations as disclosed above except for binding licenses to networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood

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that there is more than one home network with content bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network and it has a license bound to it in which copies can be made on that network.)

The general concept of binding content and licenses to hub networks well known in the art as illustrated by Diehl who discloses binding content and licenses to home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding licenses to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 18: A hub network, comprising: a server storing a root license (Since the DVR can store various licenses and for which permissions are issued, the DVR's server stores a root license, P17- lines 16-21) and a source version of locked content data (Since the content can be streamed from one DVR to another, it is the source version P15, line 17); a client connected to said server, and storing a first license, (The DVR is both a client and a server which is connected and since it can transfer content to another authorized DVR and it also stores license P17 lines 1-7) a first sub-copy version of locked content data, (Since the DVRs can transfer to content to one another, abstract there is a subcopy stored on the client of the receiving DVR) a second license, (and a second sub-copy version of locked content data; wherein said



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source version of locked content data stores first content, said root license is to said hub network, said first sub-copy version stores said first content, said first license is to said hub network, said second sub-copy version stores second content, and said second license is to another hub network. Barton discloses all the limitations as disclosed above except for binding licenses to networks.

Diehl teaches binding licenses to networks. (Since home networks are disclosed on Page 1, lines 5-8, it is understood that there is more than one home network with content bound to it. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network and it has a license bound to it in which copies can be made on that network.)

The general concept of binding content and licenses to hub networks well known in the art as illustrated by Diehl who discloses binding content and licenses to home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding licenses to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Regarding claim 19: Barton discloses the hub network of claim 18, wherein said hub network defines a local environment including said server and said client. (It is implied that a DVR which has both a server and a client has a local environment since it is networked in a user's home implicitly. Abstract)

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Regarding claim 20: The hub network of claim 19, wherein said local environment is a limited area defined relative to said server. (It is implied that a DVR which has both a server and a client has a local environment which is a limited area since the server and client are both in the DVR and since it is networked in a user's home implicitly. Abstract)

Regarding claim 21: Barton discloses all the limitations except for the hub network of claim 18, wherein said client is a compliant device, and a compliant device that is a member of a hub network will not present bound content without a license that is bound to that hub network.

Diehl teaches binding licenses to hub networks and compliant devices. (Since home networks are disclosed on Page 1, lines 5-8, it is understood that there is more than one home network with content bound to it in which the content can only be played on each hub network. P3, lines 28-37 discloses that content is readable and copiable to all devices in the network therefore the content is bound to the network and it has a license bound to it in which copies can be made on that network.)

The general concept of binding content, licenses and compliant devices in hub networks well known in the art as illustrated by Diehl who discloses binding content, licenses, and compliant devices in home networks which can be thought of as a hub network.

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Barton to include the use of binding licenses, content, and compliant

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devices to a network in his advantageous method as taught by Diehl in order to meet the wishes of content users regarding digital rights management as well as for users regarding ease of use on their home network as indicated by Diehl on P3, last two lines.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Joan B. Naurot Ton whose telephone number is 571-270-1595. The examiner can normally be reached on M-Th 9 to 6:30 (flex sched) and alt Fridays off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nathan Flynn can be reached on 571-272-1915. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

JBNT  
9/11/2007

  
NATHAN FLYNN  
SUPERVISOR, PATENT EXAMINER

Application/Control Number: 10/687,357

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Continuation of Attachment(s) 3). Information Disclosure Statement(s) (PTO/SB/08), Paper No(s)/Mail Date :8/13/2007, 10/25/2004, 06/25/2004, 1/12/2004.